



CWP-23528-2024

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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

(300)

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Date of Decision : 20.05.2026

M/s B.B.K. DAV College for Women, Amritsar

...Petitioner

Versus

Kulwinder Kaur and another

...Respondents

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Vivek Salathia, Advocate and
Mr. Kanwar Pal Singh, Assistant Professor, BBK DAV College.

Mr. Vikas Soni, Advocate with
Ms. Kulwinder Kaur, respondent No.1, in person.

KULDEEP TIWARI, J.(ORAL)

1. Through the instant writ petition, cast under Article 226/227 of the Constitution of India, challenge is thrown to the award dated 18.03.2024 (Annexure P-1), passed by learned Industrial Tribunal, Amritsar (respondent No.2), vide which, learned Tribunal allowed the reference in favour of the respondent No.1/workwoman, and the relief of reinstatement with continuity of service and 1/3 back wages was awarded to her.

2. This Court, on 02.04.2026, considering the fact that the instant *lis* can be amicably resolved between the parties concerned, had directed the parties to appear before the Mediation and Conciliation Centre of this Court, to explore the possibilities of settlement.

3. Consequent thereupon, both the parties appeared before the Mediator. The efforts of the Mediator yielded fruit, and finally, the matter was

settled. A settlement/agreement dated 06.05.2026, was executed between the



parties. The report of the Mediator along with settlement/agreement, is taken on record as '**Mark-A**'. The terms and conditions of settlement/agreement, as numerated in Paragraph 6, are extracted hereinafter :-

“6. That the parties i.e. first party and the second party have settled their dispute amicably on the following terms:-

i) That the first party/College shall pay an amount of Rs.5,00,000/- (Rupees Five Lacs Only) to the second party/respondent No.1-Kulwinder Kaur as full and final payment to settle the present dispute and this amount will be paid by the first party/petitioner to the second party/respondent No.1 by way of Demand draft before the Hon'ble High Court on the date fixed i.e. 20.05.2026.

ii) The parties further undertake not to initiate or institute any litigation against each other arising out of the present matter in dispute.

iii) The parties further undertake not to use any document/cheque etc. against each other which have been left in their possession after this date of agreement or used as an evidence against each other in Court of Law,

iv) As per knowledge of both the parties, there is no other pending litigation between the parties qua the present dispute. It has been further agreed between the parties that in case of coming into knowledge of any petition or case filed by any of the parties against other, the same shall be withdrawn by either of the party who has filed it.

v) This compromise has been arrived at between the parties without any pressure, undue influence or misrepresentation and both the parties have agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.”

4. In view of the settlement (supra), learned counsel for the petitioner/College, has brought original demand draft bearing No.110400



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dated 15.05.2026, amounting to Rs.5,00,000/-, as full and final payment, in favour of the respondent No.1/workwoman, and the same was handed over to her, today in the Court. Copy whereof, has been taken on record as ‘**Mark-B**’.

5. Consequently, the impugned award dated 18.03.2024 (Annexure P-1), is modified to the extent that the same is substituted by the settlement/agreement dated 06.05.2026 (Mark-A), executed between the parties concerned.

6. Accordingly, the instant writ petition is **disposed of**.

(KULDEEP TIWARI)
JUDGE

May 20, 2026
Manpreet

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No